

## Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

**13 Sheffield Close, Pakenham VIC 3810**

Vendor's name Matthew Thomas Heffernan

Date  
18 / 10 / 2021

Vendor's signature



Vendor's name Jane Heffernan (formerly Mortimer)

Date  
18 / 10 / 2021

Vendor's signature



Purchaser's name

Date  
/ /

Purchaser's signature

---

Purchaser's name

Date  
/ /

Purchaser's signature

---

## 1. FINANCIAL MATTERS

### 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

Cardinia Shire Council  
South East Water

(a) Their total does not exceed:

\$3,800.00 p.a.
-----------------

### 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

### Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

### 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

## 2. INSURANCE

### 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

### 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

As attached.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

Not Applicable

The Purchaser/s should note sewers, drains, water pipes, underground and/or overhead electricity cables, underground/or overhead telephone cables, underground NBN cables and underground gas pipes if any, may be laid outside registered easements.

### 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'



### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X' ☐

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

The Vendor has no means of knowing decisions of all public authorities and government departments affecting the property unless communicated to the Vendor.

The property is in an area in which is classified as an area in which buildings are likely to be subject to infestation of termites.

### 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

Nil.

## 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

As contained in the attached certificate.

## 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

## SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

- Some services currently noted as connected above may become disconnected prior to settlement. The Purchaser should make their own enquiries in relation to connection and re-connection of services to the land.

## 9. TITLE

Attached are copies of the following documents:

### 9.1 Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

### 10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

Is attached.

## 13. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

Water Information Statement

Report pursuant to Section 137B of the Building Act 1993

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 11 October 2021 10:42 AM

## PROPERTY DETAILS

Address: **13 SHEFFIELD CLOSE PAKENHAM 3810**  
Lot and Plan Number: **Lot 40 PS320070**  
Standard Parcel Identifier (SPI): **40\PS320070**  
Local Government Area (Council): **CARDINIA**  
Council Property Number: **3765900800**  
Planning Scheme: **Cardinia**  
Directory Reference: **Melway 317 C5**

[www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/cardinia](http://planning-schemes.delwp.vic.gov.au/schemes/cardinia)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **South East Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **AUSNET**

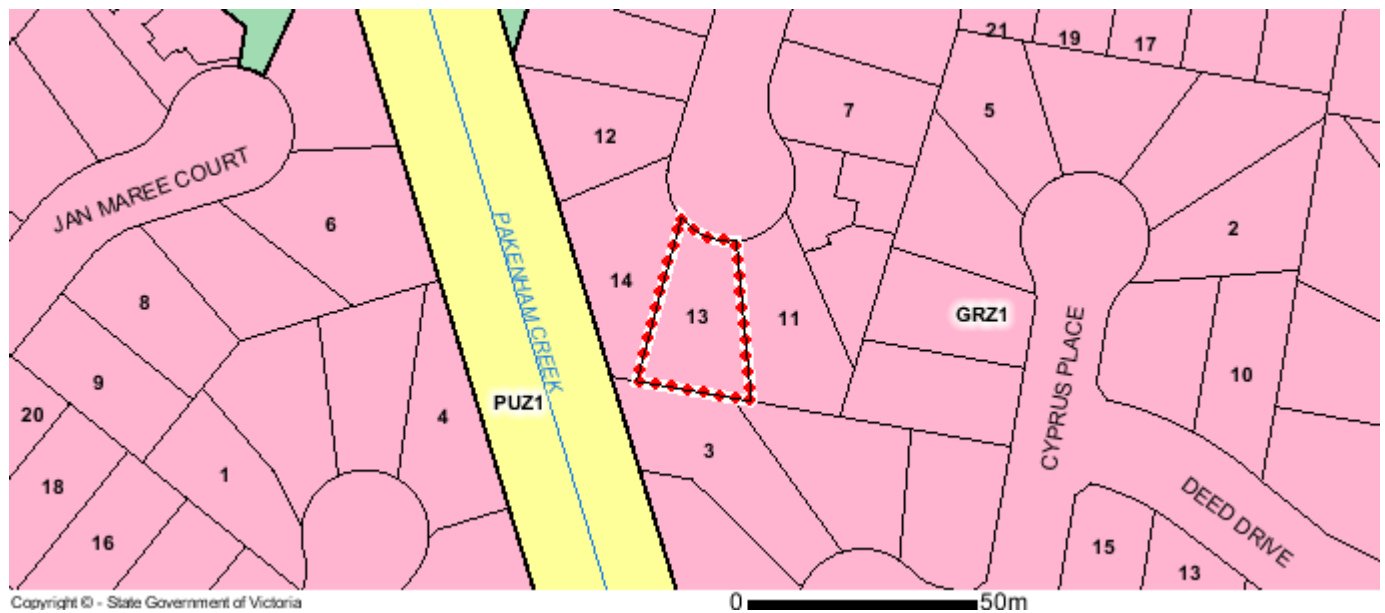
## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **GEMBROOK**

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential      PPRZ - Public Park & Recreation      PUZ1 - Public Use - Service & Utility

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

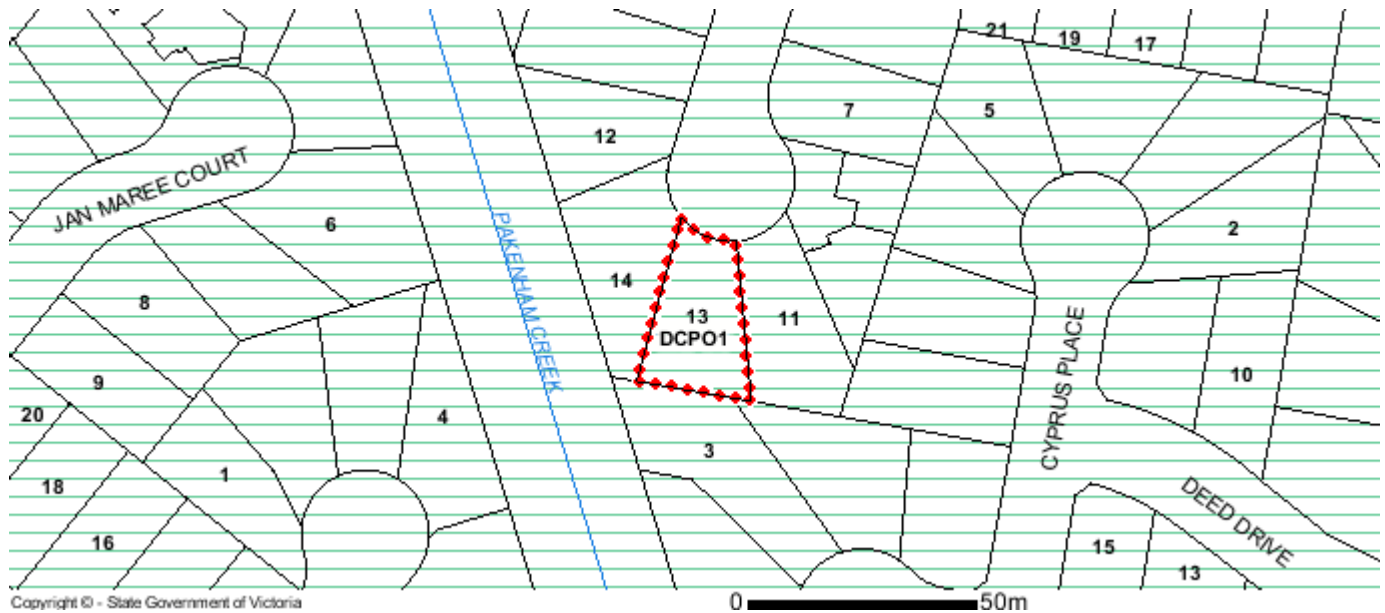
PLANNING PROPERTY REPORT: 13 SHEFFIELD CLOSE PAKENHAM 3810

Page 1 of 5

## Planning Overlay

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



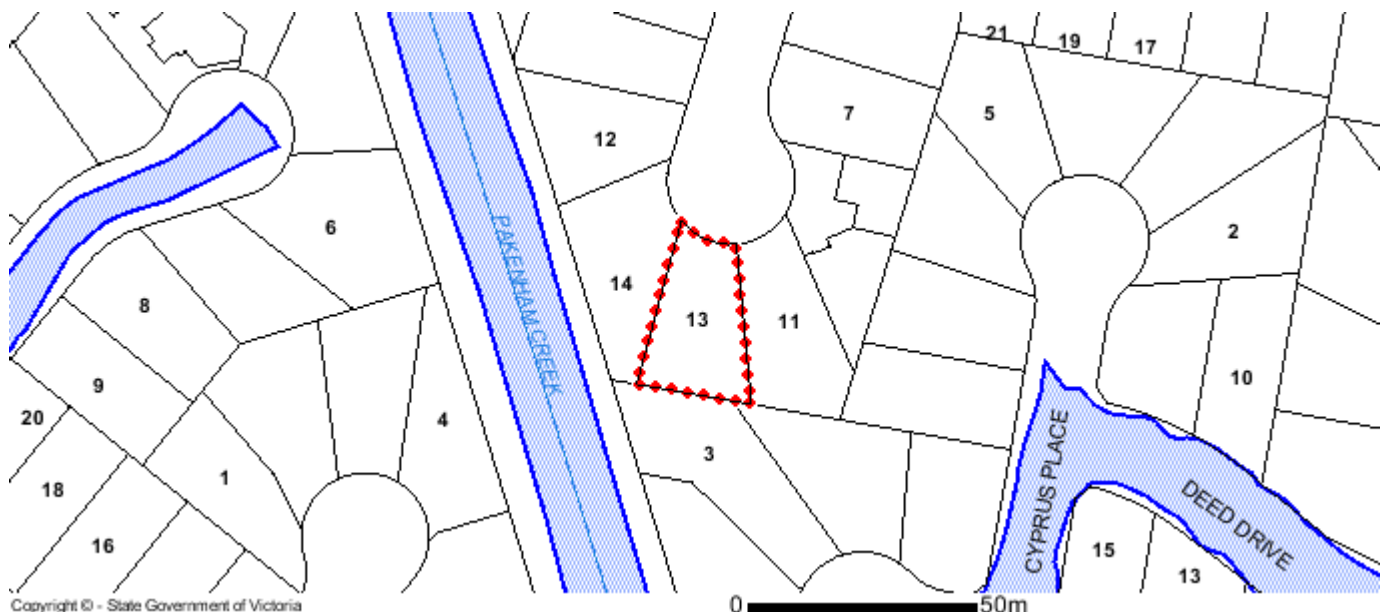
 DCPO - Development Contributions Plan

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### SPECIAL BUILDING OVERLAY (SBO)



 SBO - Special Building

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

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## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

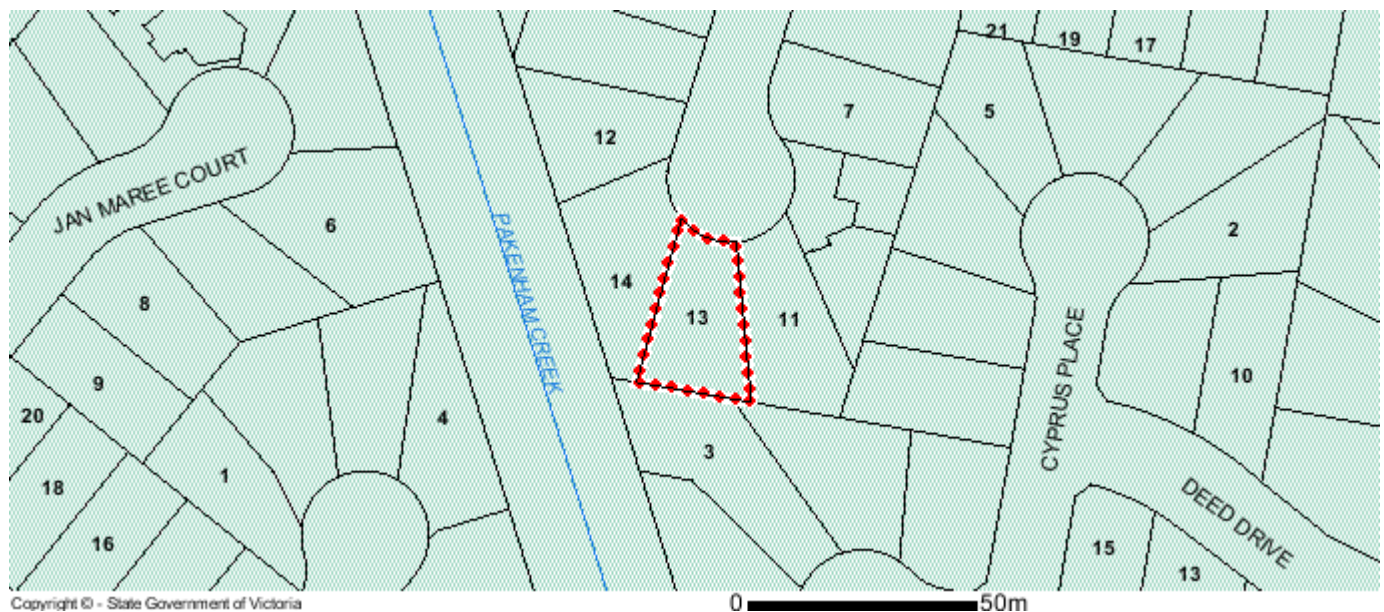
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



 Aboriginal Heritage

## Further Planning Information

Planning scheme data last updated on 4 October 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

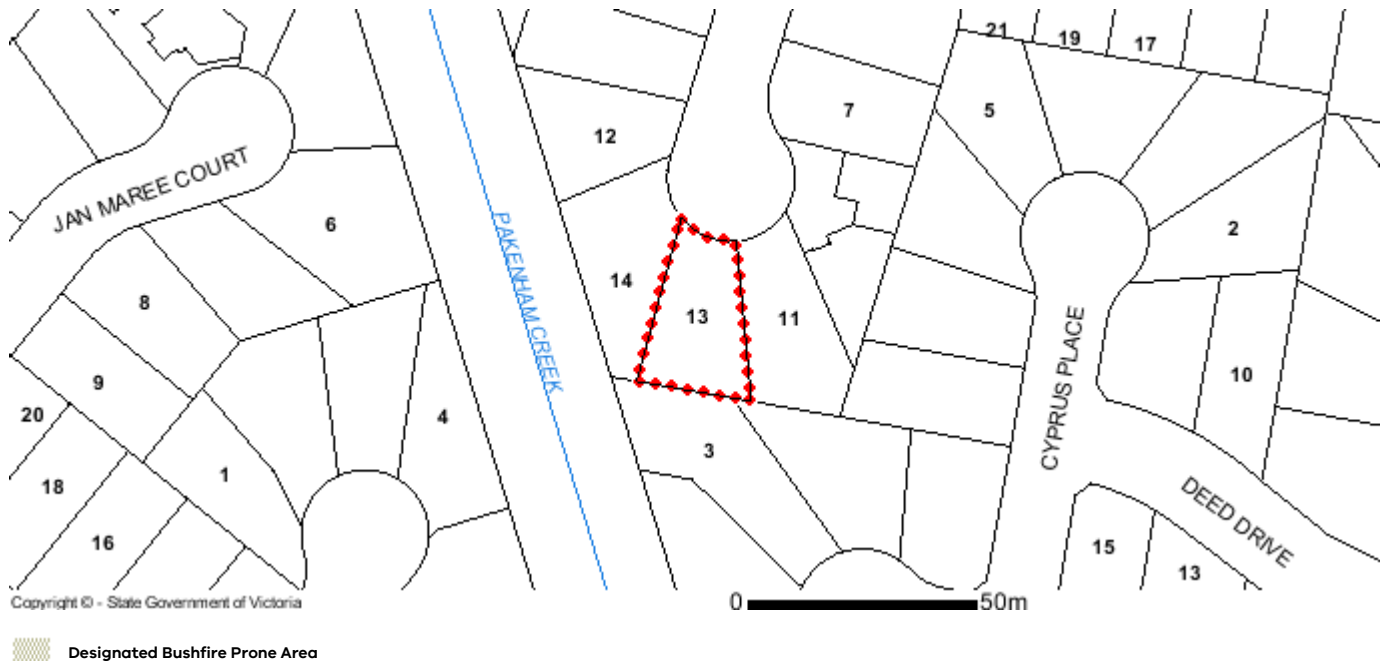
To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>



## Designated Bushfire Prone Area

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 10116 FOLIO 075

Security no : 124092987304W

Produced 11/10/2021 10:40 AM

LAND DESCRIPTION

Lot 40 on Plan of Subdivision 320070T.  
PARENT TITLE Volume 10005 Folio 553  
Created by instrument PS320070T 21/05/1993

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

MATTHEW THOMAS HEFFERNAN

JANE MORTIMER both of 13 SHEFFIELD CLOSE PAKENHAM VIC 3810

AM574360N 19/02/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM574361L 19/02/2016  
WESTPAC BANKING CORPORATION

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AN049795W 26/08/2016

DIAGRAM LOCATION

SEE PS320070T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 13 SHEFFIELD CLOSE PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 22/10/2016

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>PS320070T</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>11/10/2021 10:45</b>

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	<b>PLAN OF SUBDIVISION</b>	STAGE No. ---	LTO USE ONLY <b>EDITION 5</b>	PLAN NUMBER <b>PS 320070T</b>
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<b>LOCATION OF LAND</b> <b>PARISH:</b> NAR NAR GOON  <b>TOWNSHIP:</b> PAKENHAM <b>SECTION:</b> ----- <b>CROWN ALLOTMENT:</b> 36 (PART) <b>CROWN PORTION:</b> ----- <b>LTO BASE RECORD:</b> LITHO ( 5623) <b>TITLE REFERENCES:</b> VOL.10005 FOL 553  <b>LAST PLAN REFERENCE:</b> LOT 2 L.P. 221093 <b>POSTAL ADDRESS:</b> BALMORAL WAY (AT TIME OF SUBDIVISION) PAKENHAM <b>AMG CO-ORDINATES:</b> E 366250 (OF APPROX. CENTRE OF PLAN) N 5785650 ZONE: 55	<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b> <b>COUNCIL NAME :</b> SHIRE OF PAKENHAM <b>REF :</b> P 3315M - 2A 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. <del>2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.</del> <del>DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6</del> <del>1 / 1 /</del> <del>3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.</del> <b>OPEN SPACE</b> (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 <del>HAS /</del> HAS NOT BEEN MADE. <del>(ii) THE REQUIREMENT HAS BEEN SATISFIED:</del> <del>(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE</del>  COUNCIL DELEGATE <del>COUNCIL SEAL</del> DATE 18 / 11 / 1992  <del>RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988</del> <del>COUNCIL DELEGATE</del> <del>COUNCIL SEAL</del> <del>DATE</del> <del>1 / 1 /</del>
---	---

<b>VESTING OF ROADS OR RESERVES</b>	
IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	SHIRE OF PAKENHAM

<b>NOTATIONS</b>	
<b>DEPTH LIMITATION</b> 1524m below the surface applies to all the land in plan	<b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.P 3315M
<b>NOTES:</b> TANGENT POINTS ARE SHOWN THUS :  LOTS 1 TO 8 (BOTH INCL.), 10 TO 28 (BOTH INCL.) AND 49 TO 74 (BOTH INCL.) HAVE BEEN OMITTED FROM THIS PLAN <b>SURVEY</b> THIS PLAN IS BASED ON SURVEY	THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) . IN PROCLAIMED SURVEY AREA No.

<b>EASEMENT INFORMATION</b>					<b>NOTATIONS</b>
<b>LEGEND:</b> A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					<b>LTO USE ONLY</b>  STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  RECEIVED <input checked="" type="checkbox"/>  DATE 18 / 5 / 93
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF	
(E-1)	DRAINAGE AND SEWERAGE	SEE PLAN	THIS PLAN	LAND IN PLAN & M.M.B.W.	
(E-2)	POWERLINE	SEE PLAN	THIS PLAN- SECT. 103B OF THE S.E.C.ACT	S.E.C.V.	
(E-3)	WAY,DRAINAGE,SEWERAGE AND SUPPLY OF WATER,GAS,TELEPHONE & ELECTRICITY	SEE PLAN	L.P.221093x	LOTS ON L.P.221093x	<b>LTO USE ONLY</b>  PLAN REGISTERED TIME 11:15am DATE 21 / 5 / 93  ASSISTANT REGISTRAR OF TITLES SHEET 1 OF 3 SHEETS
R1	WAY,DRAINAGE,SEWERAGE AND THE SUPPLY OF WATER,ELECTRICITY,TELEPHONE AND GAS	SEE PLAN	THIS PLAN	LAND IN THIS PLAN	

 breese pitt dixon pty ltd 1 alfred street,hawthorn,vic 3122 ph:818 0301 fax:819 5597	LICENSED SURVEYOR EVAN E. PITT SIGNATURE ..... DATE 23 / 7 / 92 REF: <b>3178/2A</b> VERSION 2	DATE 18 / 11 / 92 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
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# PLAN OF SUBDIVISION

STAGE No.

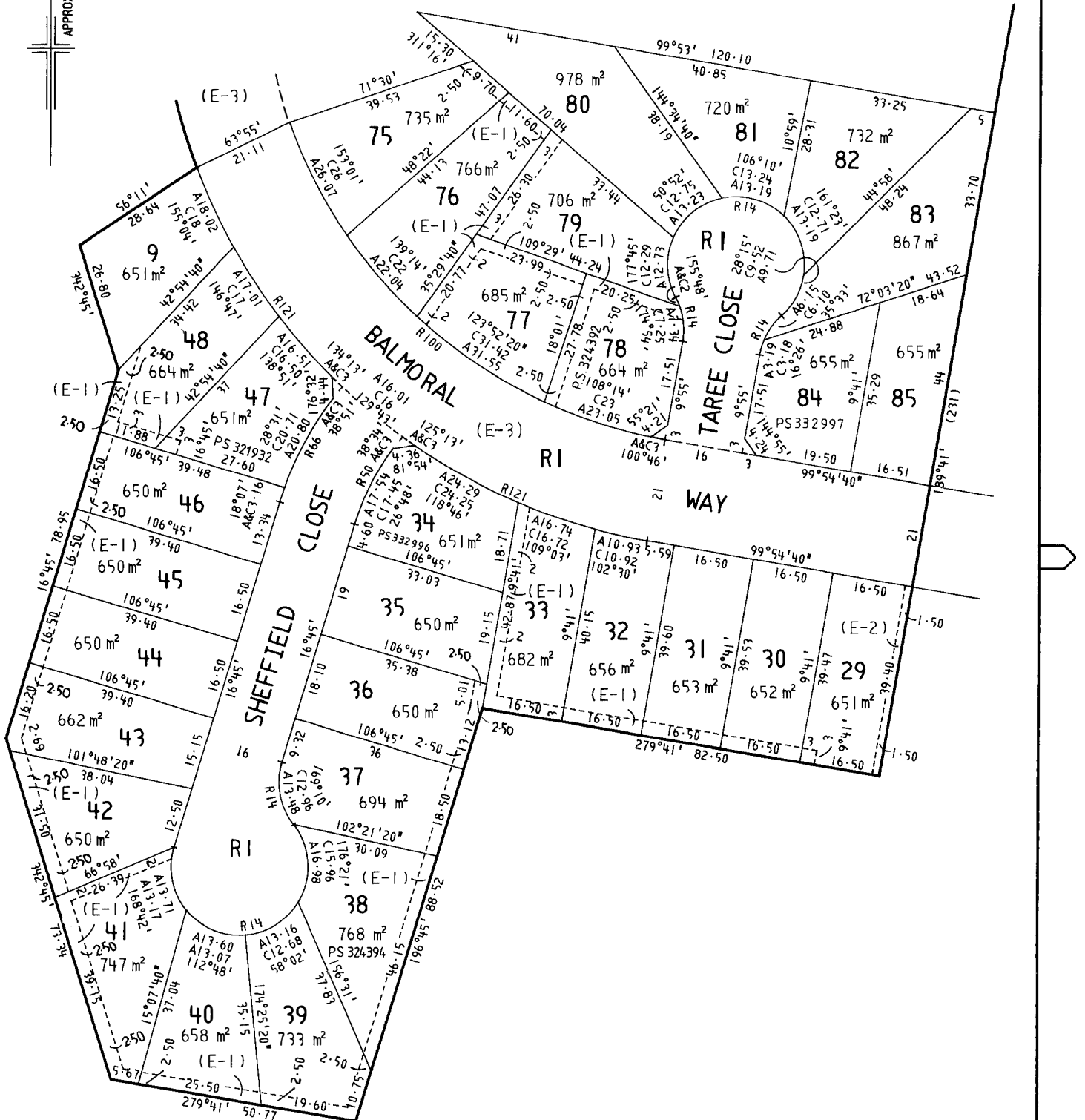
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PLAN NUMBER

PS 320070T

APPROX TRUE NORTH

A  
2.294ha  
SEE SHEET 3



breese pitt dixon pty ltd  
1 alfred street, hawthorn, vic 3122  
ph:818 0301 fax:819 5597

SHEET 2 OF 3 SHEETS

ORIGINAL

SCALE

LICENSED SURVEYOR

EVAN E. PITT

SHEET SIZE

SCALE 1:800

SIGNATURE .....

DATE 23/7/92

DATE 18/11/92

A3

LENGTHS ARE IN METRES

REF: 3178/2A

VERSION 2

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100mm

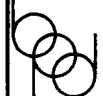
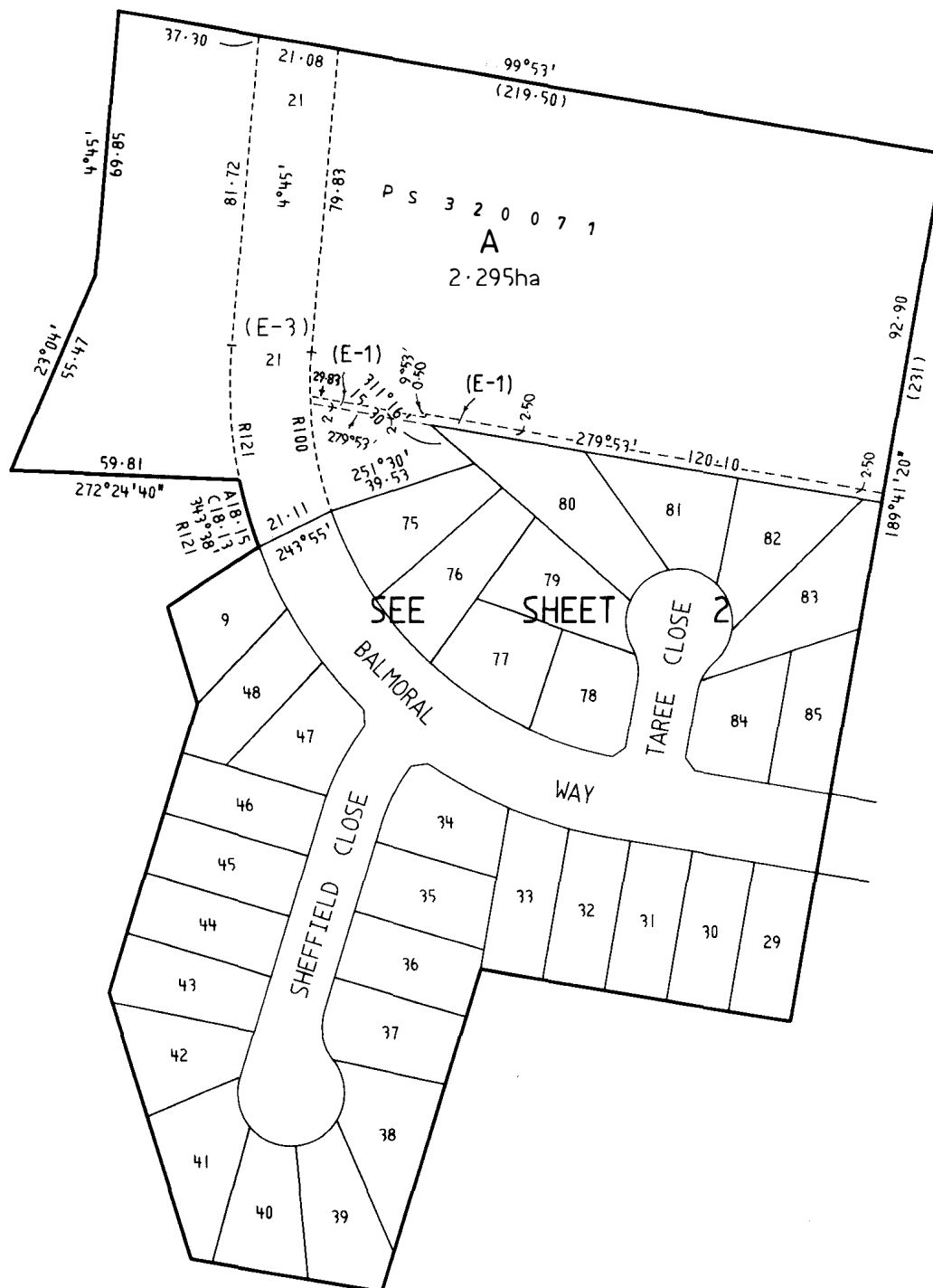
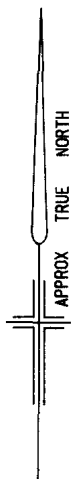
PLAN OF SUBDIVISION

STAGE No.

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PLAN NUMBER

PS 320070T



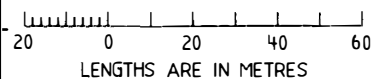
breese pitt dixon pty ltd  
alfred street, hawthorn, vic 3122  
ph: 818 0301 fax: 819 5597

ORIGINAL

SCALE

SHEET  
SIZE  
A3

SCALE  
1:1250



LICENSED SURVEYOR

EVAN E. PITT

SIGNATURE .....

DATE 23/7/92

REF: 3178/2A

VERSION 2

SHEET 3 OF 3 SHEETS




DATE 18/11/93

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100mm

**MODIFICATION TABLE**  
**RECORD OF ALL ADDITIONS OR CHANGES**  
**TO THE PLAN**

PLAN NUMBER  
**PS 320070T**

LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME REGISTERED & RECORDED		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
LOT A	SUBDIVISION	PS 320071			2	
LOT 78	SUBDIVISION	PS 324392			3	GJN
LOT 47	SUBDIVISION	PS 321932			3	GJN
LOT 38	SUBDIVISION	PS 324394			3	GJN
LOT 34	SUBDIVISION	PS 332996			4	
LOT 84	SUBDIVISION	PS 332997			5	



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**AN049795W**

26/08/2016 \$92.70 173



under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

## Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Lodged by

Name: Jane Mortimer

Phone:

Address: 13 SHEFFIELD CLOSE PAKENHAM

Reference:

Customer Code:

The responsible authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: VOLUME 10116 FOLIO 075

Responsible authority: CARDINIA SHIRE COUNCIL  
20 SIDING AVENUE OFFICER VICTORIA 3809

Section and Act under which agreement made: SECTION 173 OF PLANNING + ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

Date:

Signature for responsible authority:

Name of officer:

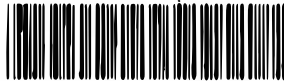
DEBBIE TYSON  
MANAGER DEVELOPMENT + COMPLIANCE

**AN049795W**

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**CARDINIA**

**DATED**

**2016**

**CARDINIA SHIRE COUNCIL**

**- and -**

**MATTHEW THOMAS HEFFERNAN & JANE MORTIMER**

---

**CONSENT AGREEMENT UNDER SECTION 173 OF  
THE PLANNING AND ENVIRONMENT ACT 1987  
TO BUILD OVER AN EASEMENT**

---

**Land: 13 Sheffield Close, Pakenham (Lot 40 PS320070T)**

**AN049795W**

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**AN049795W**



**PLANNING AND ENVIRONMENT ACT 1987**

**CONSENT AGREEMENT TO BUILD OVER  
AN EASEMENT**

**THIS AGREEMENT** is made the                      day of                      201**6**

**BETWEEN:**

**CARDINIA SHIRE COUNCIL**  
of 20 Siding <sup>AVE</sup>Way, Officer in the State of Victoria

("Council")

- and -

**MATTHEW THOMAS HEFFERNAN and JANE MORTIMER**  
of 13 Sheffield Close Pakenham in the State of Victoria

("the Owner")

**INTRODUCTION**

- A. The Owner is the registered proprietor of land which is subject to an easement for existing or future drainage and/or sewerage services.
- B. The Owner has sought permission from Council to construct or erect a building over the Easement.
- C. Council has agreed to consent to the construction of a building over the Easement on the basis that the Owner enters into this Agreement.
- D. This Agreement sets out the rights of Council and the responsibilities of the Owner in relation to building over the Easement.

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IT IS AGREED:

1. MEANING OF WORDS.

In this Agreement unless the context admits otherwise:

- 0.1 "the Act" means the *Planning and Environment Act 1987*.
- 0.2 "this Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 0.3 "Building" means the building or structure or part of the building or structure which the Owner proposes to construct or erect over the Easement.
- 0.4 "Easement" means the easement identified in the Plan.
- 0.5 "Land" means the land situated at 13, *Sheffield Close Pakanahan* being the land referred to in Certificate of Title Volume 10116 Folio 007 and any reference to the Land in this Agreement includes any lot created by the subdivision of the Land.
- 0.6 "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 0.7 "Owner" means the person registered or entitled from time to time to be registered as proprietor of the Land and includes a Mortgagee-in-possession.
- 0.8 "the Plan" means the plan attached to this Agreement and marked with the letter "A" showing that part of the Easement over which the building will be constructed.
- 0.9 "Works" includes inspecting, constructing, repairing, cleansing, removing, renewing, altering, maintaining or reinstating any drain or pipe in the Easement or other works laid or to be laid in the Easement.

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3.

## 2. **CONSENT TO BUILD OVER EASEMENT**

Council consents to the construction of the Building over the Easement:

- 2.1 on the conditions set out in this Agreement; and
- 2.2 subject to any other requirements or conditions of which written notice is given by Council to the Owner prior to the date of this Agreement.

## 3. **SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner agrees:

### 3.1 **No Claim Against Council and Indemnity**

not to make any claim for damages or loss of any kind against Council for any damage or injury caused to the Building or the contents of the Building by reason of:

- any settlement or subsidence of the Building;
- by reason of any leakage in or flooding or bursting breakage or subsiding of any drain or pipe within the Easement; or
- otherwise by reason of any Works of Council in connection with the Easement; and

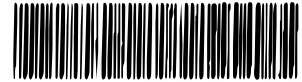
will hold harmless and keep Council indemnified against all actions claims demands damages expenses and/or costs by or at the instance of any person or body whatsoever for or by reason of any such damage or injury or by reason of any such settlement or subsidence or any such leakage flooding bursting breaking or subsiding;

### 3.2 **Council's Right of Entry**

to permit Council, its agents, servants, workmen or contractors at any time to enter into and upon the Building and the Easement for the purpose of inspecting, constructing, repairing, cleansing, removing, renewing, altering, maintaining or reinstating any drain or pipe in the Easement or other works laid or to be laid in the Easement and to carry out all other works and things as may be necessary but without any liability whatsoever.

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4.

**3.3 Payment of Council's Costs**

to pay Council so much of the reasonable cost and expense for any required "Works" as may be due to:

- any damage or injury caused to any drain or pipe or other works of Council in the Easement by the Building or the construction of the Building;
- anything directly or indirectly caused by or resulting from the Building or connected with the Building; or
- by reason of the increased difficulty of executing such work in consequence of the erection of the Building over the Easement;

**3.4 Payment of Council's Additional Costs**

to pay Council any additional reasonable costs incurred by it in inspecting, constructing, repairing, cleansing, removing, renewing, altering, maintaining or reinstating any drain, pipe or other works of Council by reason of the erection of the Building over the Easement;

**3.5 Compliance with Council's Directions**

to at all times carry out and comply with all and any reasonable directions of Council's building surveyor in relation to the construction of any Building on any part of the Easement or the carrying out of any building work in or over the Easement;

**3.6 Removal of Floor Surface**

to ensure that any floor surface constructed on or over the Easement relative to the construction of the Building will be constructed in such a manner so as to be capable of being removed if access to any drain or pipe laid in the Easement becomes necessary; and

**3.7 Provision of Access**

to provide Council with proper means of ingress and egress to and from the Easement at all times.



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5.

**3.8 No excavation or filling without consent**

that the Owner will not carry out or conduct or allow to be carried out or conducted any filling over the Easement or any excavation within the Easement without the consent of Council.

**4. CERTIFIED COSTS**

The costs and expenses referred to in clause 3.3 and clause 3.4 of this Agreement must be certified by any member of Council's staff authorised to do so and such certification will be final and binding upon the parties.

**5. FURTHER OBLIGATIONS OF THE OWNER**

The Owner also agrees that:

**5.1 Non Derogation**

nothing in this Agreement will in any manner whatsoever affect or derogate from any rights of Council or the rights of any person or body in respect of the Easement or from a requirement imposed by or under any legislation concerning easements to obtain the consent or approval of any person or body to the construction of the Building over the Easement;

**5.2 Notice and Registration**

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

**5.3 Further actions**

**5.3.1** the Owner will do all things necessary to give effect to this Agreement;

**5.3.2** the Owner will make application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Land in accordance with Section 181 of the Act and do all things necessary including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section;

**AN049795W**



6.

**5.4 Costs to be Paid**

the Owner will be responsible for payment of all costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

**6. COMMENCEMENT OF BUILDING**

Council and the Owner agree that unless the proposed Building is commenced within twelve months from the date of this Agreement or any extension of that time which Council may agree in writing, this Agreement will lapse.

**7. AGREEMENT UNDER SECTION 173 OF THE ACT**

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

**8. OWNER'S WARRANTIES**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

**9. SUCCESSORS IN TITLE**

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title shall be required to:

9.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

9.2 execute a deed agreeing to be bound by the terms of this Agreement.

**10. GENERAL MATTERS**

**10.1 Notices**

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

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7.

- 10.1.1 by delivering it personally to that party;
- 10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**10.2 A notice or other communication is deemed served:**

- 10.2.1 if delivered, on the next following business day;
- 10.2.2 if posted, on the expiration of two business days after the date of posting; or
- 10.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**10.3 No Waiver**

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

**10.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**10.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

**AN049795W**



**11. COMMENCEMENT OF AGREEMENT**

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

**12. ENDING OF AGREEMENT**

If the Agreement lapses under the provisions of clause 6, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

**13. INTERPRETATION**

In this Agreement unless the context admits otherwise:

- 13.1 The singular includes the plural and vice versa.
- 13.2 A reference to a gender includes a reference to each other gender.
- 13.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 13.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 13.5 A word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 13.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 13.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 13.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land PROVIDED THAT if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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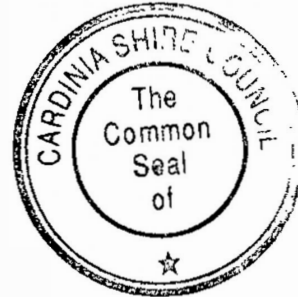
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9.

**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

**THE COMMON SEAL** of Cardinia Shire Council was hereunto affixed in the presence of:



*[Signature]*  
.....

Mayor/Councillor

*[Signature]*  
.....

Chief Executive

**SIGNED SEALED AND DELIVERED**  
by **MATTHEW THOMAS HEFFERNAN**  
in the presence of:

*[Signature]*  
.....

*[Signature]* Anne-Marie Indica  
.....  
Witness

**SIGNED SEALED AND DELIVERED**  
by **JANE MORTIMER** in the presence  
of:

*[Signature]*  
.....

*[Signature]* Anne-Marie Indica  
.....  
Witness

### Mortgagee's Consent

.. .. as Mortgagee of registered mortgage No. .. ..  
consents to the Owner entering into this Agreement and in the event that the  
Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants  
and conditions of this Agreement.

Westpac Banking Corporation  
ABN 23 007 487 141 the  
Mortgagee under Mortgage

No. 65544612 HEREBY  
CONSENTS to the within application

Dated this 22 day of Jan 2016

Westpac Banking Corporation  
By its Attorney

*[Signature]* Wayne Andrew Knill

General Power of Attorney dated  
17 January 2001 filed in the  
Permanent Order Book No. 277  
at page 016.

In the presence of *[Signature]*

Signature of Witness

*[Signature]* Martin Battifoloco

Name of Witness (BLOCK LETTERS)

"A"

Subject  
Easement

Prepared by: [Name]  
100 [Address]  
[City] [State] [Postcode]  
[Phone Number] [Fax Number]

ORIGINAL SCALE 1:800 A3	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR EVALUATOR SIGNATURE REF: 3178/2A	DATE 23/7/92 VERSION 2.	SHEET 2 OF 3 SHEETS DATE 18/11/92 COUNCIL DELEGATE SIGNATURE
----------------------------------	------------------------------------	---	----------------------------	--

**FORM 2**  
Regulation 313  
BUILDING REGULATIONS 2006  
Building Act 1993

**BUILDING PERMIT**

BUILDING PERMIT N°:BS-U 25124/20170090/0  
ZONE REF N°:160827/0

**Issued To**

Agent of Owner\*1  
Address

**A & M GARAGES**  
**P.O. BOX 8136**  
**CARRUM DOWNS**

Post Code **3201**

Address for Serving  
of Notices

**JANE MORTIMER**  
**13 SHEFFIELD CLOSE**  
**PAKENHAM**

Post Code **3810**

Contact Person

Telephone **0457 620 542**

**Ownership Details**

Owner  
Address

**JANE MORTIMER**  
**13 SHEFFIELD CLOSE**  
**PAKENHAM**

Post Code **3810**

Contact Person

Telephone **0457 620 542**

**Property Details**

Project Address

**13 LOT 40 SHEFFIELD CLOSE PAKENHAM 3810**

Title details

**VOLUME 10116 FOLIO 075**

Municipal District

**CARDINIA SHIRE COUNCIL**

**Builder<sup>2</sup>**

Name

**JANE MORTIMER**  
**A & M GARAGES**

Telephone **0457 620 542**

Address

**13 SHEFFIELD CLOSE**  
**PAKENHAM**

Post Code **3810**

**Details of Building Practitioners/Architect**

(b) who were engaged to prepare documents forming part of the application for this permit\*4

**FILONOV ALEXANDER**

**ENGINEER - CIVIL**

**EC27759**

**Details of Domestic Building Work Insurance\*5**

The issuer or provider of the required insurance policy is:-

**Details of Relevant Planning Permit** (if applicable)

Planning Permit No:

Date

**Nature of Building Work**

Project Description

**CONSTRUCTION OF A GARAGE**

Project Part

**AS PER PLANS**

Project Use

**RESIDENTIAL**

Stages of Work Permitted

**COMPLETE**

Project estimated value

**\$8,304.00**

**Building details:**

Building Classification	<b>10a</b>	Persons accommodated for	<b>0</b>
New floor area,m <sup>2</sup>	<b>30</b>	Allowable live load:	<b>3kPa</b>
No of storeys	<b>1</b>	Allotment area m2:	

**Inspection Requirements**

The mandatory notification stages are-

**INSPECTION OF PRE-SLAB / SLAB REINFORCEMENT**

**INSPECTION OF FRAME / FINAL**

**Occupation or Use of the Building**

**A CERTIFICATE OF FINAL INSPECTION IS REQUIRED PRIOR TO THE OCCUPATION OR USE OF THE BUILDING**

**Commencement and Completion**

This building work must commence by: **23 AUGUST 2017**

This building work must completed by: **23 AUGUST 2018**

**Conditions of Building Permit**

Refer to Annexure A for a list of conditions which apply to this Building Permit.

**Relevant Building Surveyor**

Name **JASON SINGH**  
 Registration No. **BS-U 25124**  
 Address **LEVEL 1, 11 BLACKBURNE SQUARE**  
**PO BOX 249, BERWICK 3806**

Signature



Date of issue of Permit **23 AUGUST 2016**

**Annexures**

Annexure A Permit Conditions  
 Annexure B Relevant Building Surveyor's Notes  
 Annexure C Approved Documents

**Notes**

Note 1: Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

Note 2: Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.";

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include only building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contact price for that work is more than \$12, 000 must be covered by an insurance policy as required under section 135 of the Building Act 1993.



## ANNEXURE A

**PERMIT CONDITIONS**

Project Address **13 LOT 40 SHEFFIELD CLOSE PAKENHAM 3810**  
Project Description **CONSTRUCTION OF A GARAGE**  
Project Part **AS PER PLANS**

**The following Permit Conditions form part of this Building Permit Approval, PLEASE READ THEM CAREFULLY. It is the responsibility of the permit holder/owner/applicant/builder to ensure that the Building Permit Conditions listed below are satisfied prior to the completion of the works and issue of the Occupancy Permit/Certificate of Final Inspection.**

**BUILDING REGULATIONS****1. Building Regulation 310**

All reporting authorities conditions must be complied with.

**2. Inspection Requirement - Frame**

Access must be provided to inspect the internal part of the frame at the time of frame/final inspection.

**3. Provisions and Display of Permit Information - Signage (Regulation 317)**

Signage listing the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed in a conspicuous position accessible to the public.

**4. Protection of Public (Building Regulation 604)**

The builder is to ensure that all necessary precautions are undertaken for the protection and safety of the public.

**GENERAL****5. Planning Permit Consistency**

All relevant Planning Conditions and covenants on title must be complied with.

**6. Plumbing Works**

All plumbing work must be carried out by a licensed plumber and approved by the relevant authority

ANNEXURE B

## RELEVANT BUILDING SURVEYORS NOTES

Project Address **13 LOT 40 SHEFFIELD CLOSE PAKENHAM 3810**  
Project Description **CONSTRUCTION OF A GARAGE**  
Project Part **AS PER PLANS**

**The following Relevant Building Surveyors Notes are to be complied with throughout the duration of this project. PLEASE READ THEM CAREFULLY.**

### BUILDING ACT

#### 1. Building Permit Approval - Variations

No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor.

### GENERAL

#### 2. Other Fees and Permits

Crossing deposits/fees may be required to be paid to Council prior to commencement of the building works;

#### 3. Stormwater connection

Downpipes are to be connected to the existing stormwater system prior to booking to the final inspection.

### INSPECTIONS ALLOWED FOR

Number of mandatory inspections allowed for in this building permit is: **2**  
Additional inspections will incur additional fees.

## ANNEXURE C

**APPROVED DOCUMENTS**

Project Address **13 LOT 40 SHEFFIELD CLOSE PAKENHAM 3810**  
 Project Description **CONSTRUCTION OF A GARAGE**  
 Project Part **AS PER PLANS**

Documents forming part of this Building Permit Approval are listed below. A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of the inspection stages nominated by the Relevant Building Surveyor.

**Description of Documents Enclosed**

■ Site Plan	<b>OWNER</b>
Project No. <b>13 Sheffield Close, Pakenham</b>	Document No. <b>PAGE 1</b>
■ Engineering drawings prepared by	<b>RANBUILD</b>
Project No. <b>364961</b>	Document No. <b>PAGES 1-3</b>
■ Architectural drawings prepared by	<b>RANBUILD</b>
Project No. <b>364961</b>	Document No. <b>PAGE 1</b>
■ Report and Consent Approval	<b>CARDINIA SHIRE COUNCIL</b>
Project No. <b>13 Sheffield Close, Pakenham</b>	Document No. <b>PAGES 1-5</b>
■ Section 173 Consent Agreement	<b>CARDINIA SHIRE COUNCIL</b>
Project No. <b>13 Sheffield Close, Pakenham</b>	Document No. <b>PAGES 1-12</b>

**FORM 7**

Regulation 1006

BUILDING REGULATIONS 2006

Building Act 1993

**CERTIFICATE OF FINAL INSPECTION**

CERTIFICATE N°:20170090/0

BUILDING PERMIT N°:BS-U 25124/20170090/0

ZONNE REF N°:160827/0

**Property Details**

Project Address

**13 LOT 40 SHEFFIELD CLOSE PAKENHAM 3810**

Title details

**VOLUME 10116 FOLIO 075**

Municipal District

**CARDINIA SHIRE COUNCIL**

**Building details:**

Project Description

**CONSTRUCTION OF A GARAGE**

Project Part

**AS PER PLANS**

Project Use

**RESIDENTIAL**

Building Classification

**10a**

Allowable live load:

**3kPa**

New floor area,m<sup>2</sup>

**30**

Allotment area m2:

No of storeys

**1**

**Directions**

All directions under Part 4 of the Building Act 1993 have been complied with.

**Relevant Building Surveyor**

Name

**JASON SINGH**

Registration No.

**BS-U 25124**

Address

**LEVEL 1, 11 BLACKBURNE SQUARE  
PO BOX 249, BERWICK 3806**

Signature



Date of Inspection:

**30 JANUARY 2017**

Date of issue

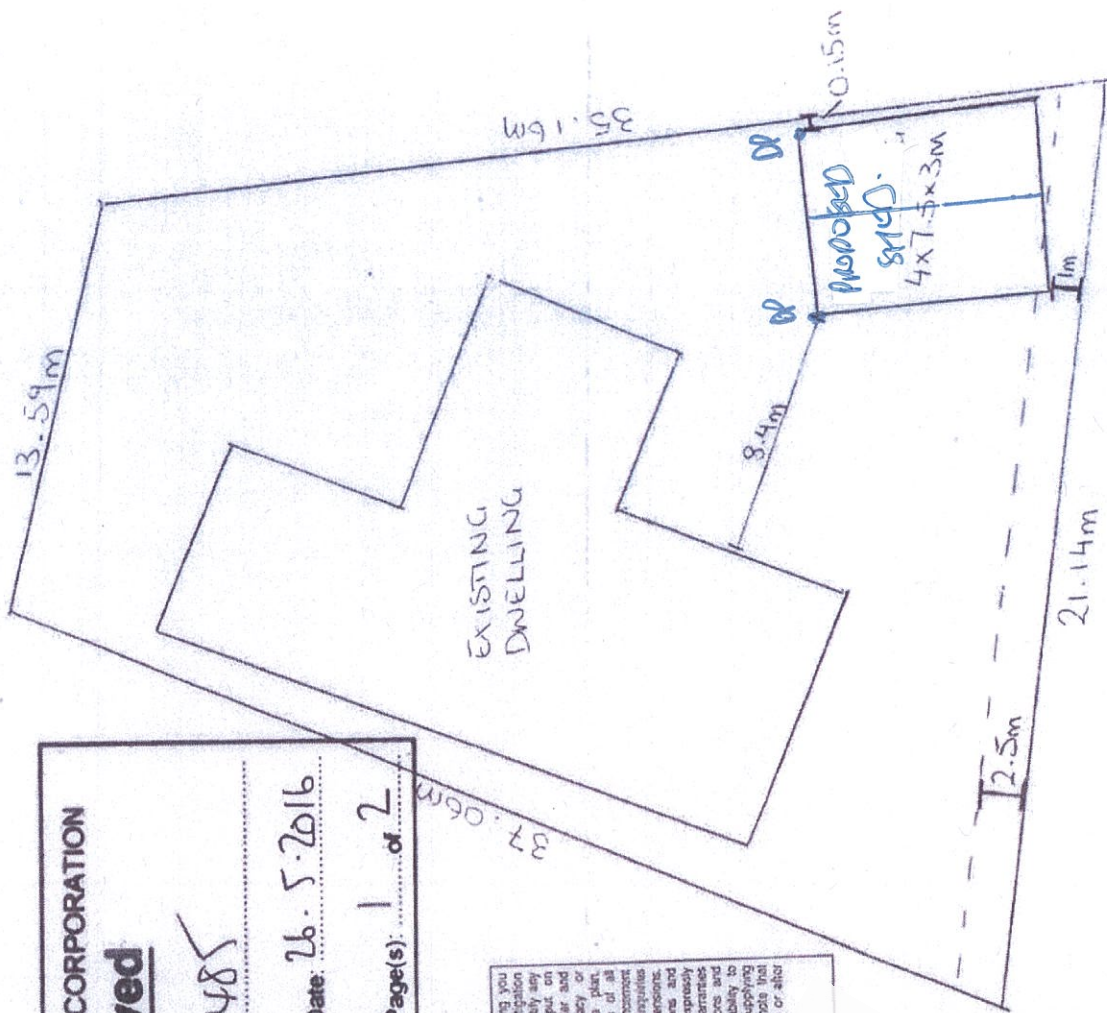
**30 JANUARY 2017**

INSPECTIONS  
Call: 03 9769 8655 or Email: info@zonne.com.au  
24-48 HOURS NOTICE REQUIRED  
INSPECTION BOOKINGS TAKEN BETWEEN  
9:00AM TO 5:00PM MONDAY TO FRIDAY

PS: 00978123

DOWN PIPES TO BE  
CONNECTED TO EXISTING  
STORM WATER SYSTEM  
IN ACCORDANCE WITH  
AS 3500.2

13 SHEFFIELD CLOSE, PAKENHAM



**SOUTH EAST WATER CORPORATION**

**Approved**

Case Number: 26234485

Signed: [Signature] Date: 26.5.2016

Page(s): 1 of 2

WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information or form part of the plan, including the location of its assets. Accordingly, the location of all assets should be proven by you on site prior to the commencement of any work and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. All liability for any errors, omissions, and conditions and warranties, including under statute, are expressly excluded. Please note that the plan is issued under statute, and is not a liability and conditions and warranties, including under statute, are expressly excluded. Please note that the plan is issued under statute, and is not a liability and conditions and warranties, including under statute, are expressly excluded.

**ZONNE** building consulting pty ltd

**APPROVED PLANS & DOCUMENTATION**

BUILDING PERMIT GRANTED SUBJECT TO COMPLIANCE WITH THE BUILDING ACT 1993 & BUILDING REGULATIONS 2006

JASON SINGH BS-U25124 RELEVANT BUILDING SURVEYOR

**PERMIT NO: 20170090/0**

**Permit Date 23/08/2016**



**Building Act 1993**  
**Building Regulations 2006**

**REGULATION 1507: CERTIFICATE OF COMPLIANCE—DESIGN**

To

Relevant building surveyor:

Postal address:

**ZONNE**  
**BUILDING CONSULTING**  
**JASON SINGH**  
PO BOX 249 BERWICK 3806  
Postcode:

From

Building practitioner: Alexander Filonov (BlueScope Lysaght Technology)

Category and class: Engineer Struct Registration No: EC 27759

Postal address: 27 Sterling Road MINCHINBURY NSW

Postcode: 2770

**Property details**

Owner: Jane Mortimer

Address: 13 Sheffield Close PAKENHAM VIC 3810

**Compliance**

I did\* prepare the design and I certify that the part of the design described as Premium Garage complies with the following provisions of the Regulations\*\*

Part 3.11 of the BCA 2016 Volume 2

AS1170.0, 1, 2

AS4100

AS4600

AS3600

AS2870

Importance Level 2

\* Delete whichever is not applicable

\*\* Includes BCA and relevant standards

**Design documents**

Drawing Nos:	PE42-A/2.5 PECON2005 CARM13-18410	Prepared by:	Ranbuild Ranbuild RDS	Date:	31/07/2014 4/03/2013 1/07/2016
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Specifications:	Prepared by:	Date:
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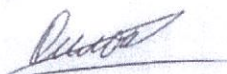
Computations:	Prepared by:	Date:
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Test Reports:	Prepared by:	Date:
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Other documentation:	Prepared by:	Date:
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**Signature**

Signed:



Date: 1/07/2016

Ranbuild Ref  
Number: 364961

**ZONNE**  
JASON SINGH BS-U25124 building consulting pty ltd  
RELEVANT BUILDING SURVEYOR  
**APPROVED PERMIT**  
Permit No 20170090/0  
Permit Date 23/08/2016



Enquiries to: Alexander Filonov

1st July 2016

The Manager  
Ranbuild  
PO Box 170  
HAMILTON NSW 2303

Dear Sir/Madam,

**Re: STRUCTURAL ADEQUACY OF STEEL FRAMED BUILDING**

Client: Jane Mortimer  
Ranbuild Job No.: 364961  
Type: Premium Garage  
Location: 13 Sheffield Close PAKENHAM VIC 3810  
Plans: PE42-A/2.5, PECON2005, CARM13-18410

Being a professional engineer within the meaning of the Building Code of Australia (A1.1) with BlueScope Lysaght Technology we have undertaken a structural analysis of the steel framed building as described above. These plans were analysed in accordance with Codes of Practice: AS/NZS 1170.1, AS/NZS 1170.2, AS4100, AS2870 and AS/NZS 4600.

Based on our structural analysis, we are satisfied that the standard engineering drawings attached are suitable for the above project with the following modification.

No modifications required.

Yours faithfully,

Alexander Filonov  
MIEAust, CPEng, NPER 1296608 (Structural), RPEQ 8094, CC4719P, EC27759, 24332ES  
Product Development Manager  
BlueScope Lysaght Technology

BlueScope is a trademark of BlueScope Steel Limited

BlueScope Steel Limited  
ABN 16 000 011 058  
27 Sterling Road Minchinbury NSW 2770  
Telephone +612 8887 5114  
Facsimile +612 9675 4911  
www.bluescopesteel.com









# CERTIFICATION

THIS DRAWING IS VALID ONLY WHEN ENDORSED BY A SEPARATE DESIGN CERTIFICATE FROM BLUESCOPE LYSAGHT TECHNOLOGY THAT IS VALID FOR THE DATE OF ISSUE AND CONSTRUCTION. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH THE ENGINEERING LAYOUT AND CONNECTION DRAWING.

## GENERAL

- ALL MATERIALS AND WORKMANSHIP TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS AND APPLICABLE BUILDING REGULATIONS.
- THIS DRAWING SHALL BE READ IN CONJUNCTION WITH ALL OTHER CLIENT'S AND CONSULTANT'S DRAWINGS AND SPECIFICATIONS. ALL DIMENSIONS ARE IN MILLIMETERS. DO NOT SCALE THESE DRAWINGS. DIMENSIONS MAY VARY FROM THESE STANDARD DIMENSIONS. SETTING OUT DIMENSIONS SHALL BE TAKEN FROM THE CLIENT'S DETAILED SHOP DRAWINGS.
- THE STRUCTURE SHALL BE MAINTAINED IN A STABLE CONDITION DURING ERECTION AND NO PART SHALL BE OVERSTRESSED. TEMPORARY ROOF AND/OR WALL BRACING MAY BE REQUIRED DURING CONSTRUCTION.
- FOR OPENING MODIFICATION, REFER TO THE RELEVANT DETAIL IN ASSEMBLY GUIDE.
- IT IS COMMON SENSE TO WORK SAFELY AND TO PROTECT YOURSELF AND OTHERS. YOU MUST ENSURE YOU HAVE IN PLACE SAFE WORK PRACTICES AND APPROPRIATE EQUIPMENT. SAFETY INVOLVES PERSONAL PROTECTION OF EYES, OF SKIN (FROM SUNBURN) AND OF HEARING (FROM NOISE). FALL PROTECTION MUST ALSO BE IN PLACE AS APPLICABLE INCLUDING SAFETY MESH, PERSONAL HARNESSES AND PERIMETER GUARDRAILS. IT IS RECOMMENDED THAT YOU FAMILIARIZE YOURSELF WITH ALL APPLICABLE LAWS, REGULATIONS, RULES, GUIDELINES, CODES OF PRACTICE AND STANDARDS AND THAT YOU ADHERE STRICTLY TO THEM.

## SELF DRILLING SCREWS

- ALL MECHANICAL PROPERTIES OF SCREWS MUST COMPLY WITH AS 3566.
- ALL FRAMING SCREWS TO BE #14-10 x 25 U.N.O.
- THE MINIMUM EDGE DISTANCE OF EDGE/END SCREWS MUST HAVE AN EDGE DISTANCE OF 1.5 x SCREW DIAMETER FROM THE EDGE.
- THE MINIMUM DISTANCE OF SCREW TO SCREW SPACING MUST NOT BE LESS THAN 3 x SCREW DIAMETER BETWEEN ANY SCREWS.

# STRUCTURAL STEEL

- ALL STEELWORKS TO COMPLY WITH AS 4100 STEEL STRUCTURES CODE AND AS/NZS 4600 COLD FORMED STEEL STRUCTURES CODE.
- ALL STEEL FRAMING SHALL BE MANUFACTURED FROM H-TENSILE HOT DIP ZINC COATED STEEL COLUMNS INSTALLED TO U.N.O.
- MATERIAL GRADES:
  - GRADE 6500, 2340
  - GRADE 6500, 2340
  - GRADE 6500, 2340
  - GRADE 6500, 2340
- BRACING UNITS TO BE SPLIT EQUALLY BETWEEN THE SIDES OF THE BUILDING.
- HIT TENSILE BOLTS:
  - ALL BOLTS SHALL BE M16 / 8.8 U.N.O.
  - CONNECTIONS WITH 8.8 BOLTS SPECIFIED ARE DESIGNED AS PROTECTIVE JOINTS & BOLTS, NUTS AND WASHERS SHALL BE TO THE RELEVANT REQUIREMENTS OF AS 1232.
  - 8.8 BOLTS TO BE INSTALLED IN ACCORDANCE WITH AS 1232 & TENSIONED BY AN APPROVED METHOD TO PRODUCE THE FOLLOWING SHANK TENSIONS:
    - M16 - 50kN
    - M12 - 30kN
  - FOR THIS DESIGN, AN ACCEPTABLE TENSIONING METHOD IS SNUG TIGHT (PODGER SPANNER TIGHT) PLUS HALF A TURN.

## CLADDING

- ROOF AND WALL CLADDING TO BE INSTALLED IN ACCORDANCE WITH AS 1562 & THE MANUFACTURER'S INSTRUCTIONS.
- ROOF AND WALL CLADDING ARE STRUCTURAL DIAPHRAGMS.
- BRACINGS, UNDER NO CIRCUMSTANCES SHOULD EITHER THE ROOF OR WALL CLADDING BE REMOVED WITHOUT WRITTEN APPROVAL FROM A PRACTISING STRUCTURAL ENGINEER.

## STRUCTURAL FLY BRACES

- FLY BRACES MUST BE INSTALLED IN ACCORDANCE WITH DETAILS IN DRAWING PECON2009.
- POSSIBLE CONNECTIONS: AT 2nd GIRT FROM GROUND UP & EVERY 2nd GIRT ABOVE.
- PORTAL FRAME RAFTERS: AT 1st PURLIN FROM THE FASCIA & EVERY 2nd PURLIN + APEX PURLIN.
- END WALL COLUMNS: AT 2nd GIRT UP FROM GROUND UP & EVERY 2nd GIRT ABOVE.

# FOUNDATIONS

- NO GEOTECHNICAL SITE INVESTIGATION IS PROVIDED. TWO STANDARD DESIGN OPTIONS ARE OFFERED:-
- STIFF CLAY
  - CONFORMING TO AS 2870
  - SITE CLASSIFICATION CLASS M
  - MINIMUM SAFE BEARING CAPACITY 100kPa
  - SHAFT ADHESION 15kPa
- DENSE SAND
  - SITE CLASSIFICATION CLASS A, S
  - MINIMUM SAFE BEARING CAPACITY 100kPa
  - SHAFT ADHESION 10kPa
- IF DIFFERENT SITE CONDITIONS ARE ENCOUNTERED A DIFFERENT FOOTING DESIGN MAY BE REQUIRED
- ALL VARIATIONS REQUIRE ADDITIONAL CERTIFIED DOCUMENTATION FROM A CONSULTING STRUCTURAL ENGINEER WHO ASSUMES FULL RESPONSIBILITY FOR THE DESIGN.

## FOOTINGS AND SLABS

- STRIP AND REMOVE ALL TOPSOIL FROM THE SITE.
- ALL FOOTINGS TO BE FOUND ON NATURAL GROUND, NO FILLINGS TO BE FOUND ON FILL MATERIAL.
- FLOOR SLABS TO BE PLACED ON 50mm CONSOLIDATED CLEAN SAND LEVELING BED. SLABS MAY BE PLACED ON 300mm MAXIMUM APPROVED GRANULAR FILL COMPACTED TO 98% STANDARD COMPACTION.
- THE EXCAVATION MUST BE BACK-FILLED WITH MANUALLY ROLLED TAMPED SOIL.

## CONCRETE

- ALL CONCRETE WORK TO BE IN ACCORDANCE WITH AS 3600-2001
- FOOTING / SLAB STRENGTH F<sub>cd</sub> 20MPa MINIMUM
- SHRINKAGE LIMITED (SL CONCRETE)
- MAX AGGREGATE SIZE 20mm
- SLOP 80mm
- FLOOR SLABS TO BE CURED FOR 7 DAYS AFTER PLACEMENT BY KEEPING A CONTINUOUSLY WET SURFACE BY APPROVED METHODS.
- PROVIDE TOoled OR CUT CONTROL JOINTS IN FLOOR SLABS ON GRID LINES AS INDICATED

# DESIGN LOADING

- THE STRUCTURAL COMPONENTS SHOWN ON THESE DRAWINGS HAVE BEEN DESIGNED FOR THE FOLLOWING LOAD CONDITIONS COMPLYING WITH AS/NZS 1170.1, 2.3
- ROOF DEAD LOAD (1.8kPa + 0.12) BUT NOT LESS THAN 0.25kPa OR 1.1kN
- ROOF LIVE LOAD (SELF WEIGHT ONLY)
- WIND LOAD REGION A
- TERMINAL CORNER A
- TOPOGRAPHIC MULTIPLIER (M<sub>0</sub>) 1.0
- SHIELDING MULTIPLIER (M<sub>1</sub>) 1.0
- INTERNAL PRESSURE C<sub>pi</sub> = 0.3 or 0.0 (ENCLOSED)
- COEFFICIENTS
- GROUND SNOW LOAD 0.5 kPa
- LOAD RATING AS THE REST OF THE BUILDING ENVELOPE, INCLUDING ALL DOORS AND WINDOWS SHALL HAVE THE SAME CYCLONIC WIND LOAD RATING AS SPECIFIED IN AS 1170.2-2011 AND RESISTANCE TO FLYING DEBRIS AS SPECIFIED IN AS 1170.2-2011 AND AS/NZS 4600-2012. DOORS AND WINDOWS SHALL BE CLOSED DURING STORMS. DOORS SHALL BE INSTALLED WITH WIND LOCKS IN CYCLONIC AREAS. DOORS SHALL BE AVAILABLE FROM DOORS AND WINDOWS TO CONFIRM LOAD RATING AND ENSURE COMPLIANCE WITH ABOVE MENTIONED STANDARDS AND BCA. DOORS ARE ALSO REQUIRED TO BE SUPPLIED WITH A STICKER THAT SHOWS A RANGE OF INFORMATION INCLUDING THE DESIGN PRESSURE OF THE DOOR ACCORDING TO AS/NZS 4600-2012 REQUIREMENTS

ADDITIONAL FRAMING NOTES (1 & 2 BAY ROOF ONLY EXTENSIONS)  
1 & 2 BAY ROOF ONLY EXTENSIONS FOR THESE 3m NOMINAL BAYS C1 & R1 ARE TO BE AS FOR 3610mm BAYS

\* C1S DENOTES CAST IN COLUMN/CAST IN

MARK	DESCRIPTION	BASE TYPE	2400 EAVES	2700 EAVES	3000 EAVES	SCALE	PAGE
C1	CLEARSPAN COLUMN	CAST IN	3100 BAY	3450 BAY	3810 BAY	3000 EAVES	1 OF 2
R1	CLEARSPAN RAFTER	CAST IN	C15010	C15010	C15010	3450 BAY	
R1	CLEARSPAN RAFTER	DYNABOLT + CIS	C15010	C15010	C15010	3100 BAY	
C2	CORNER COLUMN	ALL	C15010	C15010	C15010	3810 BAY	
R2	END WALL RAFTER	ALL	C15010	C15010	C15010	C15010	
R2	ROOF & WALL BRACING	ALL	DIAPHRAGM	DIAPHRAGM	DIAPHRAGM	DIAPHRAGM	
RMS	SIDE WALL RD MULLION	ALL	C10010	C10010	C10010	C10010	
RME	END WALL RD MULLION	ALL	C15010	C15010	C15010	C15010	
F1	ROLLER DOOR HEAD	ALL	C10010	C10010	C10010	C10010	
F1	FASCIA	ALL	C10010	C10010	C10010	C10010	
P1	ROOF BATTEN	ALL	TS6175	TS6175	TS6175	TS6175	
G1	SIDE WALL BATTEN	ALL	TS6160	TS6160	TS6160	TS6160	
G2	END WALL BATTEN	ALL	TS6160	TS6160	TS6160	TS6160	
BP1	BORED PIER Ø x DEPTH	CAST IN	Ø300x600	Ø300x600	Ø300x600	Ø300x600	
BP2	BORED PIER Ø x DEPTH	CAST IN	Ø300x500	Ø300x500	Ø300x500	Ø300x500	
PF1	PAD FOOTING D x W x H	DYNABOLT + CIS	450x450x450	500x500x450	500x500x450	500x500x450	
PF2	PAD FOOTING D x W x H	DYNABOLT + CIS	350x350x350	350x350x350	350x350x350	350x350x350	
PF3	PAD FOOTING D x W x H	DYNABOLT	350x350x350	350x350x350	350x350x350	350x350x350	
SE1	SLAB EDGE	DW	200x200	200x200	200x200	200x200	



**GCFs**  
a Bluescope company

I CERTIFY THE DESIGN OF THIS STEEL FRAMED BUILDING IS  
 STRUCTURALLY ADEQUATE, MEETS SERVICEABILITY REQUIREMENTS  
 AND COMPLIES WITH THE RELEVANT REGULATIONS, WITH ALL  
 AMENDMENTS CURRENT TO DATE. I FURTHER CERTIFY THE  
 PROPOSED STEEL STRUCTURE WILL BE STRUCTURALLY ADEQUATE  
 WHEN CONSTRUCTED TO GOOD BUILDING PRACTICES IN  
 ACCORDANCE TO RANBUILD ASSEMBLY GUIDES AND THESE DRAWINGS.  
 APPROVED 12/03/2009

Alexander Filonov  
 MIE Aust CP Eng, MPR 1296508 (STRUCTURAL)  
 RPEQ 8094, CC47196, EC27758, 2433265

**ENGINEERING NOTES & SCHEDULE**  
 DRAWING NUMBER  
**PE42-A/2.5**

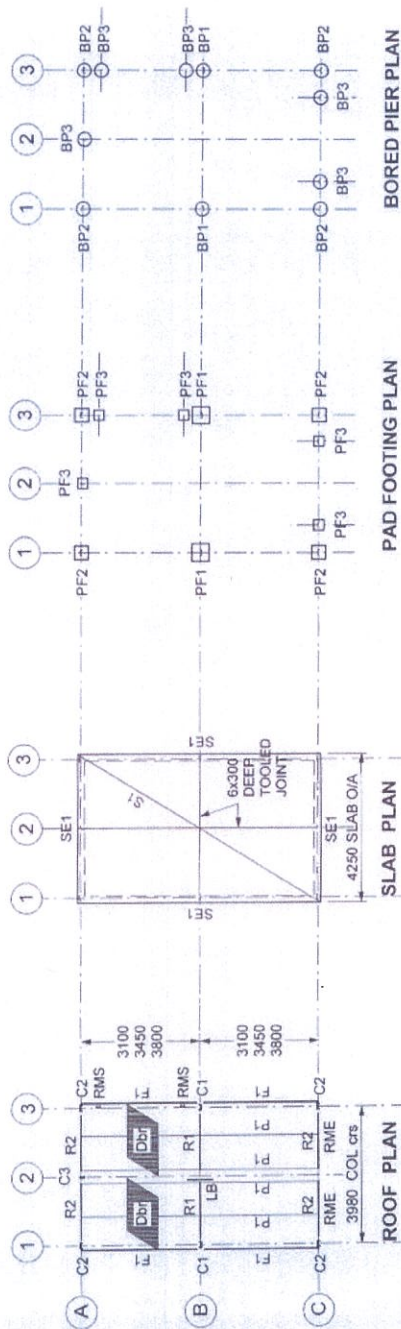


**RANBUILD**  
 building consulting pty ltd  
 RELEVANT BUILDING SURVEYORS  
 APPROVED PERMIT  
 Permit No 201700500  
 Permit Date 23/08/2016

**SHED SAFE**  
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Better sheds. Bigger choices.





BORED PIER PLAN

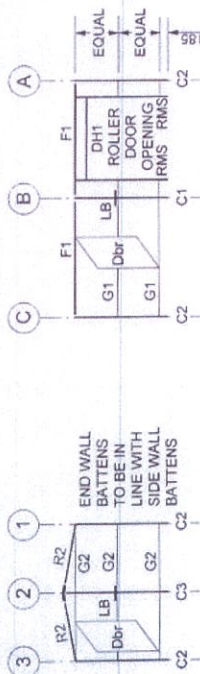
PAD FOOTING PLAN

SLAB PLAN

ROOF PLAN

SECTION GRID B

ELEVATION GRID C



SCALE 1:200

PAGE 2 OF 2

PE42-A/2.5

PREMIUM ENCLOSED GARAGE  
4.25m SPAN x 2.4, 2.7 & 3.0m EAVES  
3.1, 3.45 & 3.81m BAYS  
4.25m SPAN PREMIUM GARAGE  
STRUCTURAL LAYOUT

PROJECT

I CERTIFY THE DESIGN OF THIS STEEL FRAMED BUILDING IS  
STRUCTURALLY ADEQUATE, MEETS SERVICEABILITY REQUIREMENTS  
AND COMPLIES WITH THE RELEVANT REGULATIONS, WITH ALL  
AMENDMENTS CURRENT TO DATE. I FURTHER CERTIFY THE  
PROPOSED STEEL STRUCTURE WILL BE STRUCTURALLY ADEQUATE  
WHEN CONSTRUCTED TO GOOD BUILDING PRACTICES, IN  
ACCORDANCE TO MANBUILD ASSEMBLY GUIDES AND THESE DRAWINGS.  
APPROVED 12/03/2019.



Alexander Filinov  
ME Aust. CPENG, NPFR 1296608 (STRUCTURAL)  
RPEQ 8094, CC4719p, EC27759, 24332ES

**NONNI**  
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Permit No 20170090/0  
Permit Date 23/08/2016  
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Lysaght Building  
Solutions Pty Ltd  
trading as RANBUILD

CLADDING		
ITEM	PROFILE (min)	FINISH COLOUR
ROOF	CUSTOM ORB 0.42 BMT	CB AA
WALLS	MULTICLAD 0.35 BMT	CB AA
CORNERS		CB AA
BARGE		CB AA
GUTTER	HI-QUAD	CB AA
DOWPIPE	100/50	CB AA

0.35bmt=0.40lct; 0.42bmt=0.47lct; 0.48bmt=0.53lct

### ACCESSORY SCHEDULE & LEGEND

**Approved**  
SOUTH EAST WATER CORPORATION  
Mark Description  
16234485  
Case Number: 16234485  
Date: 16.5.2016  
Page(s): 2 of 2

16234485  
Case Number: 16234485  
Date: 16.5.2016  
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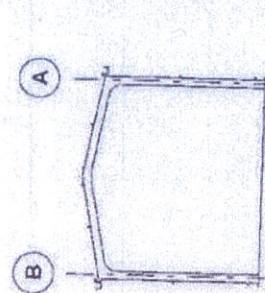
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Page(s): 2 of 2

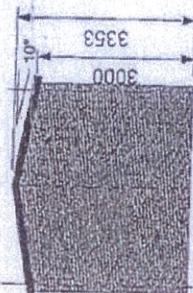
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Date: 16.5.2016  
Page(s): 2 of 2

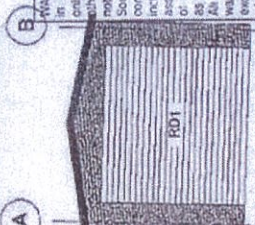
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Date: 16.5.2016  
Page(s): 2 of 2



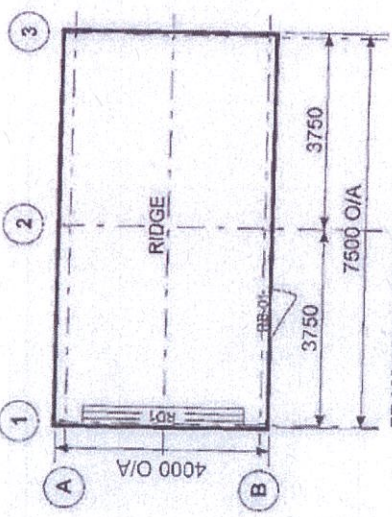
SECTION GRID 2



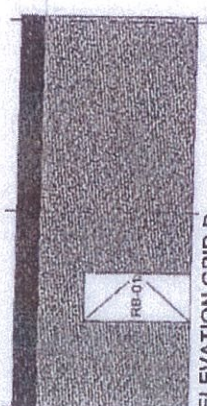
ELEVATION GRID 3



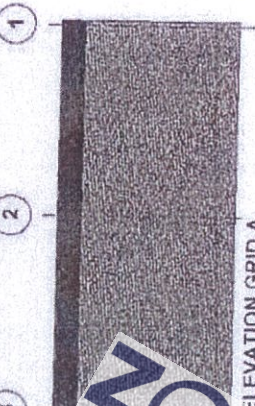
ELEVATION GRID 1



FRAME ROOF PLAN



ELEVATION GRID B



ELEVATION GRID A

**APPROVED PERMIT**  
Permit No 20170090/0  
Permit Date 23/08/2016  
JASON SINGH BS-U25124 RELEVANT BUILDING SURVEYOR  
ZONNE building consulting pty ltd

WARNING: This plan is issued solely for the purpose of advising you in applying South East Water's assets through further investigation only. It is not to be used for any other purpose, including but not limited to, other assets, property boundaries or dimensions. You acknowledge that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, completeness or any information in or forming part of the plan. You should be proven by land on site prior to the construction of the asset as to the location of all assets, property boundaries and easements. The liability at law (including under statute) and all conditions and warranties implied by law (including under statute) and all conditions and warranties which cannot be excluded, South East Water's liability is limited, as far as law (including statute) permits, to the plan or paying the cost of resurveying the plan. Please refer to the information contained within the plan may have altered before or after the issue of the plan. Attention to SEWC assets including property connection points requires separate consent.

16234485  
Case Number: 16234485  
Date: 16.5.2016  
Page(s): 2 of 2

### FLOOR PLAN & ELEVATION

SCALE  
A4 SHEET 1:125  
DRAWING NUMBER  
CARM13-18410  
PAGE  
1/1



Buy & Sell Conveyancing Services C/-  
Triconvey (Reseller)  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
LOT 40 13 SHEFFIELD CLOSE  
PAKENHAM 3810  
40 PS 320070

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62D//19520/7	LANDATA CER 55417352-026-6	11 OCTOBER 2021	40005558

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

<b>Melbourne Water Corporation Total Service Charges</b>	01/10/2021 to 31/12/2021	\$26.39
--	--------------------------	---------

### (b) By South East Water

<b>Water Service Charge</b>	01/10/2021 to 31/12/2021	\$23.28
<b>Sewerage Service Charge</b>	01/10/2021 to 31/12/2021	\$91.12
<b>Subtotal Service Charges</b>		<u>\$140.79</u>
<b>TOTAL UNPAID BALANCE</b>		\$140.79

- The meter at the property was last read on 03/09/2021. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge**                      **\$0.93 per day**

**Sewage Disposal Charge**                      **\$0.23 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Consent has previously been given 978123 for an owner of the property to erect a structure over the asset and/or easement or within 1.0 metre of the asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au) Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

The property is situated in an area described by Melbourne Water as having poor surface gradients and it is recommended that Council advice be sought regarding appropriate floor levels for buildings on the property.

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

**Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

**3. Disclaimer**

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

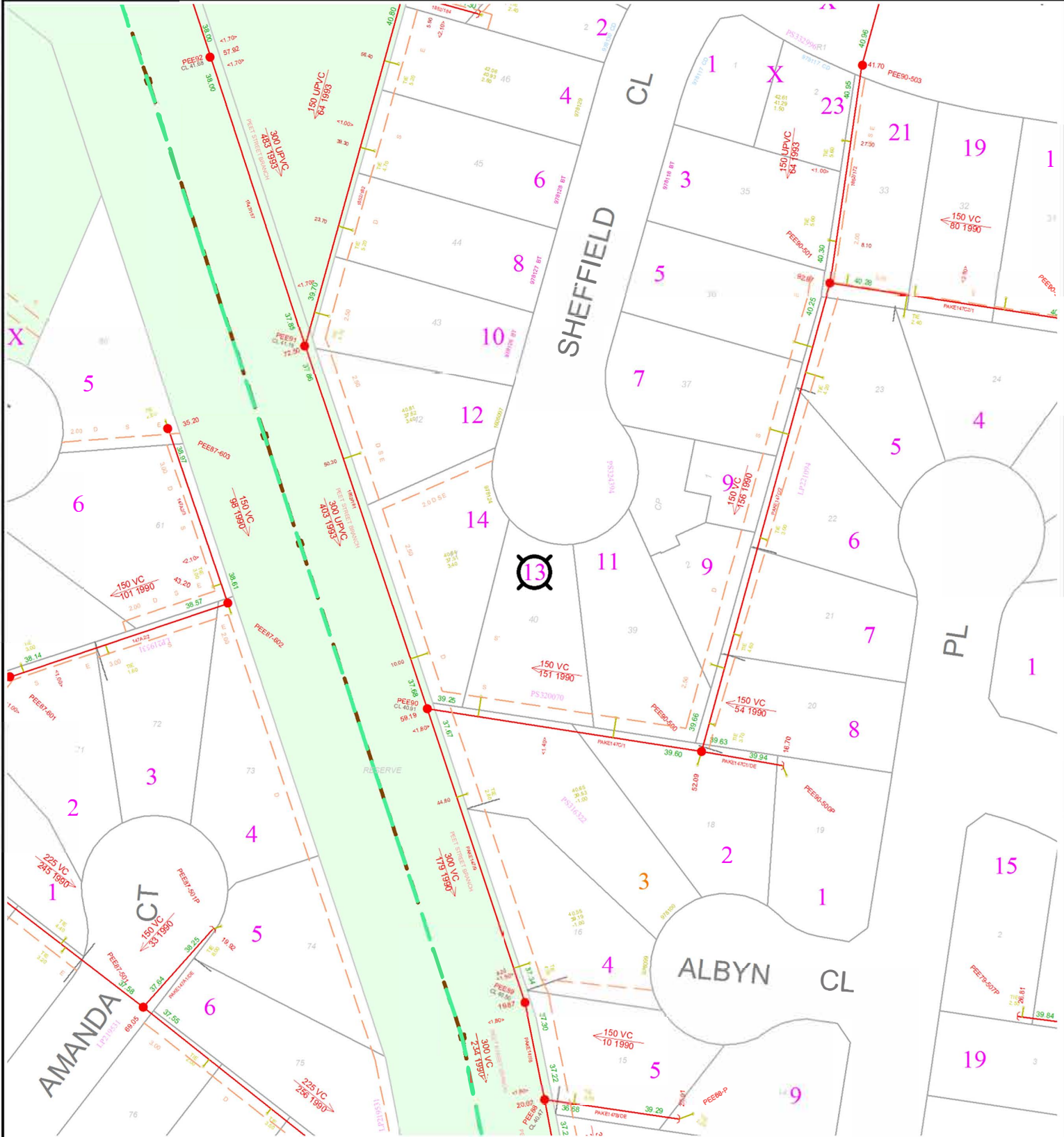
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

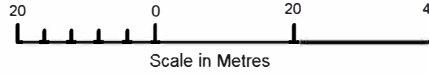
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



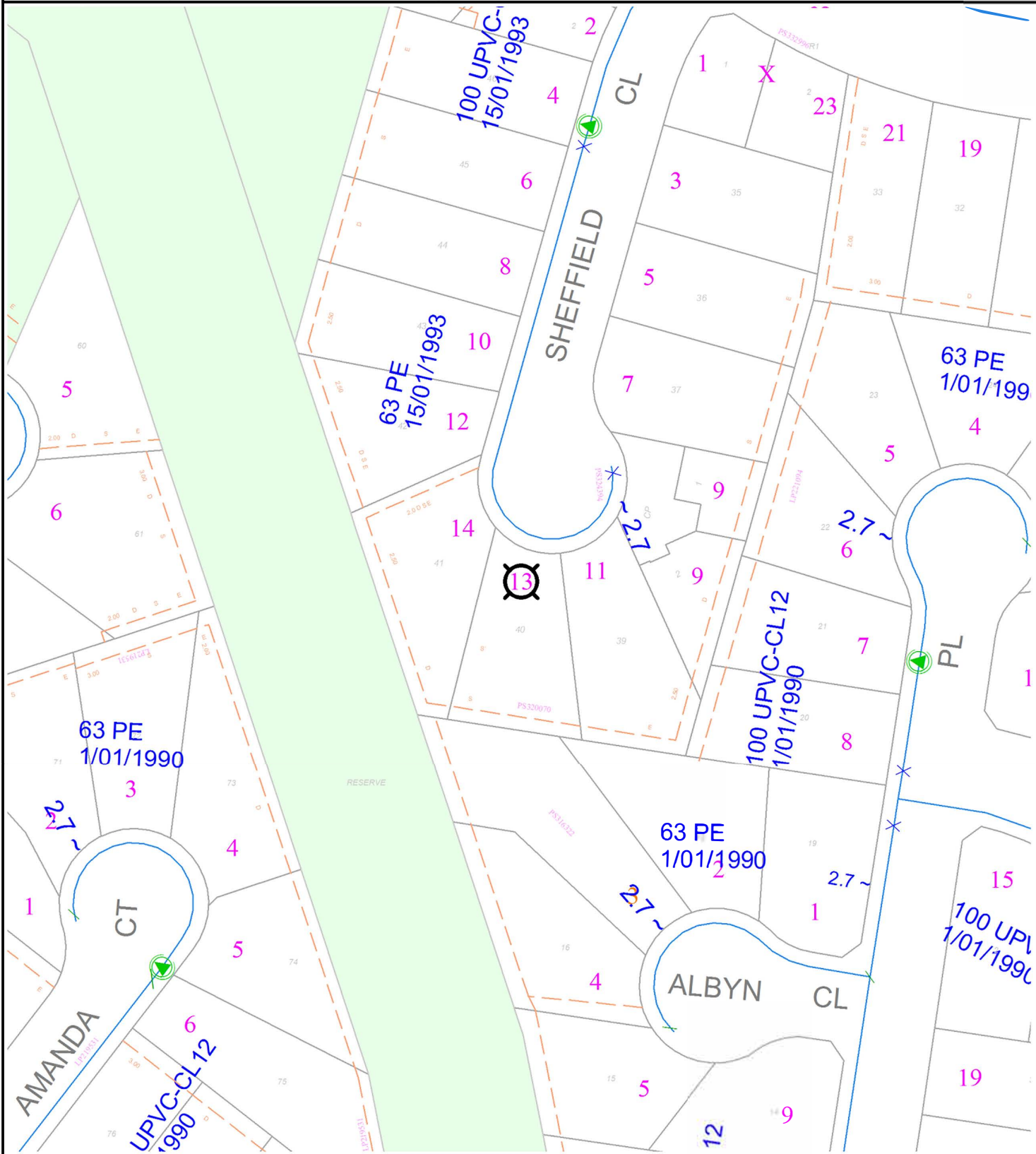


Property: Lot 40 13 SHEFFIELD CLOSE PAKENHAM 3810

Case Number: 40005558



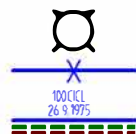
Date: 11OCTOBER2021



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## LEGEND

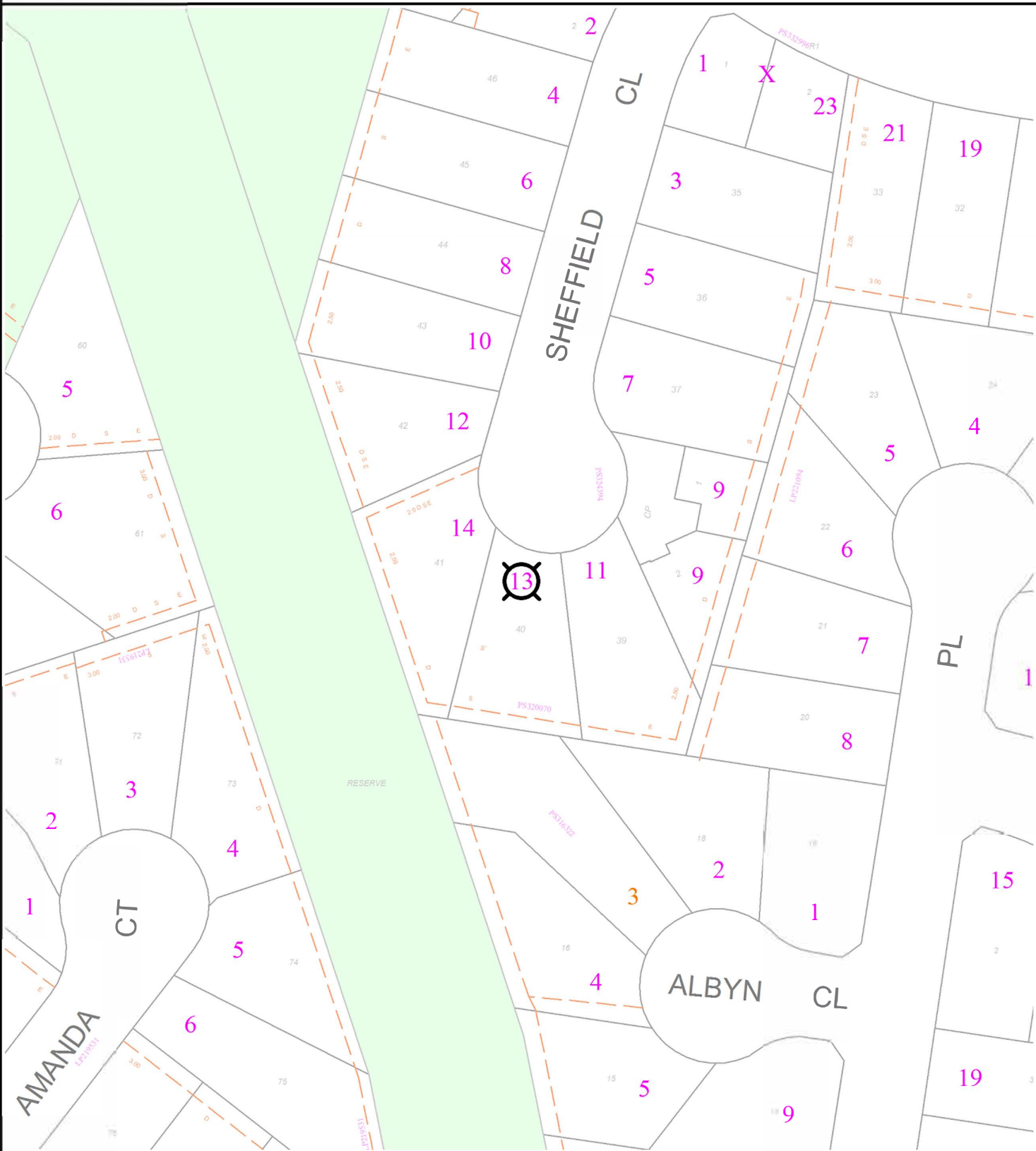
- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary





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## LEGEND

— Title/Road Boundary

- - - - - Proposed Title/Road

- - - - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary

26 MAY 2016

Miss Jane Mortimer  
E-mail:

Dear Customer,

**APPROVAL FOR PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS**

**Property Address: Lot 40 13 SHEFFIELD CLOSE PAKENHAM 3810**

**Development Type: Residential**

**Structure Type: Shed >10m2 (Steel)**

**Plan Reference: Sheffield - Proposed Dwelling**

**Our Reference: 26234485 ; PSP No 978123**

I am pleased to advise you that South East Water consents to the above proposal subject to the attached terms and conditions. This permit is valid for the plan submitted for assessment as referenced above.

Should there be any amendments to the approved plan, this consent may be withdrawn or additional conditions imposed.

The location of all assets should be proven by hand on site prior to the commencement of any works and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties, which cannot be excluded. In respect of liability and conditions and warranties, which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits.

All works must be in accordance with the requirements of South East Water's Customer Buildover Guide which may be obtained at [www.southeastwater.com.au](http://www.southeastwater.com.au), and is enforceable under Sections 145 and 148 of the Water Act 1989.

If you have any enquiries please contact Property Development on 9552 3770.

Yours sincerely



Steve Paterson  
**MANAGER LAND DEVELOPMENT**

## **TERMS AND CONDITIONS RELATING TO PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS**

**PROPERTY ADDRESS Lot 40 13 SHEFFIELD CLOSE PAKENHAM 3810**

**APPROVAL DATE 26 May 2016**

**Our Reference: 26234485**

**The owner shall make themselves aware of the terms and conditions of this consent.**

**These standard conditions form part of the approval for the construction of the approved building or structure over South East Waters asset and / or easements or within 1.0m of South East Waters assets and shall be read in conjunction with the approved stamped plans showing the Shed >10m2 (Steel) and South East Waters endorsement.**

The owner permits South East Water and its employees, authorised agents and contractors to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its employees, authorised agents and contractors for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.

The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement; and any works carried out by South East Water referred to in clause 4 except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

**The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.**

Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.

**Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.**

The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and/ or the building and structures contained on the land.

This agreement shall be binding on all subsequent owners of the land and/or the approved building or structure contained on the land.

It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Act 1989.

This consent does not constitute a building permit or a planning permit, as may be required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an 'Application for an Information Statement' as part of advice pursuant to section 158 of the Water Act 1989.

13 SHEFFIELD CLOSE, PAKENHAM

SOUTH EAST WATER CORPORATION

**Approved**

Case Number:

26234485

Signed:

*[Signature]*

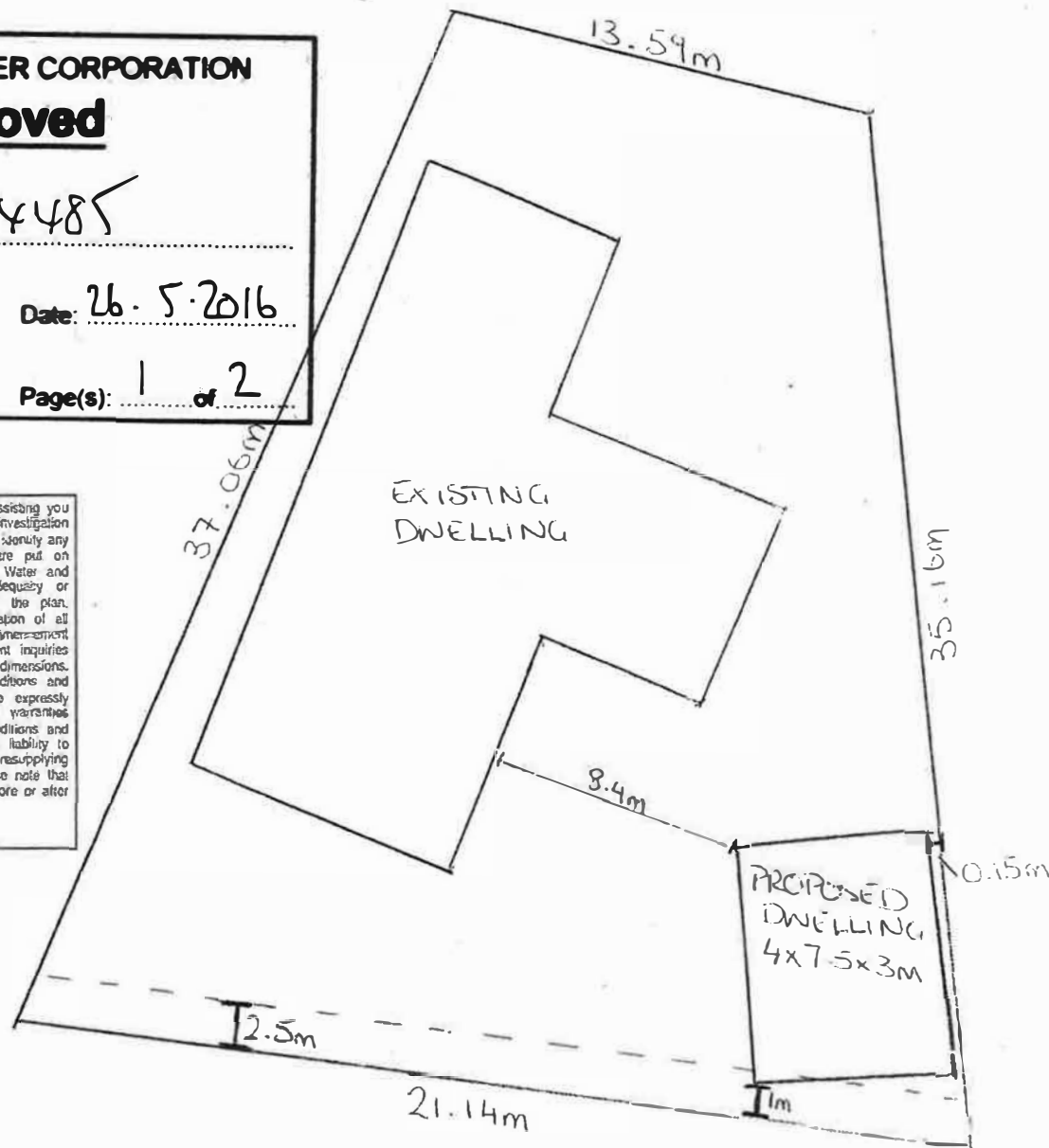
Date:

26.5.2016

Page(s):

1 of 2

WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties which cannot be excluded. In respect of liability and conditions and warranties which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan. Please note that information contained within the plan may have altered before or after the issue of the plan.  
Alteration to SEWC assets including property connection points requires separate consent.



PS: 00978123



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Lysaght Building  
Solutions Pty Ltd  
trading as RANBUILD

### CLADDING

ITEM	PROFILE (min)	FINISH	COLOUR
ROOF	CUSTOM ORB 0.42 BMT	CB	AA
WALLS	MULTICLAD 0.35 BMT	CB	AA
CORNERS		CB	AA
BARGE		CB	AA
GUTTER	HI-QUAD	CB	AA
DOWNPIPE	100x50	CB	AA

0.35bmt=0.40tct; 0.42bmt=0.47tct; 0.48bmt=0.53tct

### SOUTH EAST WATER CORPORATION ACCESSORY SCHEDULE & LEGEND

QTY	MARK	DESCRIPTION
1	RB-01	Rollmaata, R.D. Residential "R1R", 2635 high x wide Clear Opening C/B
1	RD-01	Basic Access Door Kit, C/B (Low Profile Only)

**Approved**

Case Number:

Signed:

Date: 26.5.2016

Page(s): 2 of 2

ARCHITECTURAL DRAWING ONLY, NOT FOR CONSTRUCTION USE

### WIND DESIGN

IMPORTANCE LEVEL	REGION	TERRAIN	Ms
2	A	2.5	10

NAME: Mortimer  
12 SHEFFIELD CLOSE  
BAKENHAM VIC 3810

### PREMIUM GARAGE

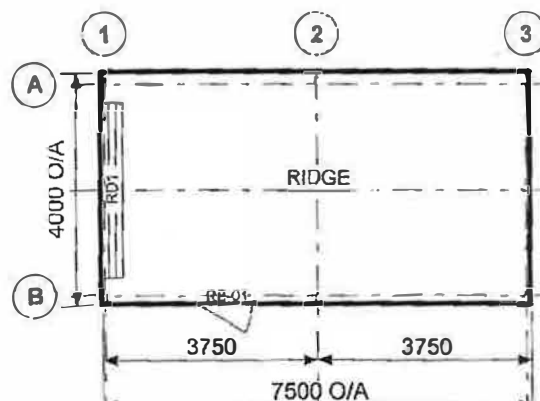
4000 SPAN x 3000 EAVE x 7500 LONG

### FLOOR PLAN & ELEVATION

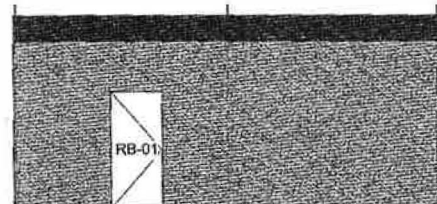
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A4 SHEET 1:125

DRAWING NUMBER  
CARM13-18410

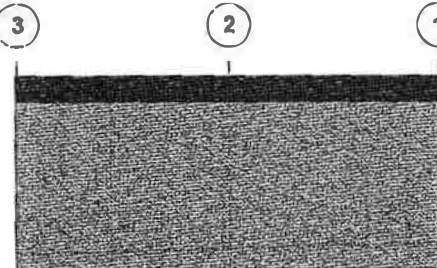
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1/1



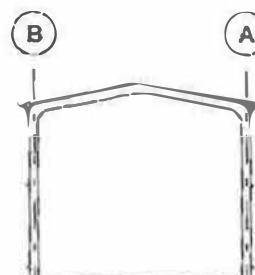
FRAME ROOF PLAN



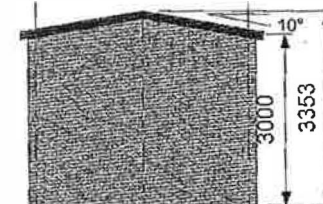
ELEVATION GRID B



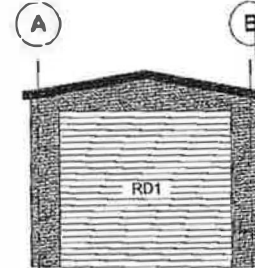
ELEVATION GRID A



SECTION GRID 2



ELEVATION GRID 3



ELEVATION GRID 1

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# Excel Building Inspections

## OWNER BUILDER INSPECTION REPORT

---

Section 137B (2) (a) of the Building Act 1993.

### INSPECTION DETAILS

Registered Practitioners Name: Heath Watkinson — APPROVED by Excel Building Inspections

Registration Number: IN – L 65779

Phone: 0409323804

Email: heath@excelbuildinginspections.com.au

Date of Inspection: 12/10/2021

Time of Inspection: 2:00pm

Weather Conditions: Fine

Date of Report: 16/10/2021

Practitioners Signature:

A handwritten signature in black ink, appearing to read 'H. Watkinson'.

### DETAILS OF OWNER BUILDER(S)

Name(s): Jane Mortimer

Contact Address: 13 Sheffield Close Pakenham 3810

Mob:

Email:



## OWNER BUILDER PROPERTY LOCATION

Street/Road: 13 Sheffield Close

Suburb/Town: Pakenham

Postcode: 3810

Municipal District: Cardinia Shire

## BUILDING APPROVAL DETAILS

Building Permit Number: BS-U 25124/20170090/0

Issuing Building Surveyor: Jason Singh BS-U 25124 Zonne Building Surveyors and Consultants

Building Permit Issue Date: 23/08/2016

Certificate of Final Inspection Date: 30/01/2017

### ROOMS/STRUCTURES COVERED BY THIS REPORT

ENTRY HALL:		KITCHEN:		VERANDAHS:	
PASSAGE:		LAUNDRY:		BALUSTRADING:	
LOUNGE/LIVING:		BEDROOMS:		BALCONY:	
SEPARATE DINING:		BATHROOM:		Deck:	
FAMILY ROOM:		TOILET/POWDER ROOMS:		SHED:	✓
RUMPUS ROOM:		ENSUITE		RETAINING WALLS:	



## DEFECTS IN THE RESIDENTIAL BUILDING WORKS

No defects were sighted during the inspection.

## INACCESSIBLE AREAS AT THE TIME OF INSPECTION

No access was obtained into any other rooms/buildings on site

No access was obtained on to the roof or into the roof void, wall or subfloor cavities

## SECONDHAND MATERIALS USED (AS CONFIRMED BY OWNER BUILDER AND VISUALLY)

None disclosed

## CONDITIONS & STATUS OF INCOMPLETE WORK

No incomplete work was sighted during the inspection.

## OTHER RELEVANT COMMENTS

The grey Colourbond shed appears to be compliant, and a certificate of final inspection was sighted.

The stormwater has been connected to the legal point of discharge.





## SCOPE, PURPOSE AND LIMITATIONS OF THIS REPORT

This report has been prepared for the client named herein for the purposes of reporting on the Owner Builder works and for obtaining warranty insurance for Owner Builder works, if the value of works undertaken exceeds \$ 16,000.

The purpose of the report is to provide a condition report in accordance with section 137b of the Building Act where Owner Builder works have been undertaken. It is not a guarantee that works are free from latent or other defects.

The scope of the report is a visual inspection of the works to identify significant defects in the works and to form an opinion regarding the condition of the works at the time of inspection. The property report was obtained by visual means where reasonable access was granted.

Reasonable access is defined in AS 4349.1 and includes in part, Subfloor access through 400 X 500mm openings and subfloor crawl spaces 400mm high. Roof interior crawl spaces 600 X 600 accessible with a 3.6m ladder Roof exteriors accessible with a 3.6m ladder placed on the ground.

The plumbing and electrical systems were not tested.

This report does not include assessment of any matter beyond the consultants expertise.

This report is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, or by law. This report does not warrant that works detailed herein have been constructed in accordance with The Building Act and Building Regulations. No warranty is given that building permits and other approvals were correctly obtained and potential purchasers should make their own enquiries with Council.

This report is not a warranty or insurance policy against and problems developing with the building/s in the present or near future.

No excavations were made and no items of furniture have been moved to obtain the information for this report.

No investigation or detection of wood destroying insects such as termites and wood borers has been undertaken.

No investigation of any appliances such as dishwashers, ovens etc has been done. There is no guarantee that all faults and or defects have been identified by this report.

End of Report



Mobile – 0409323804

Email – [heath@excelbuildinginspections.com.au](mailto:heath@excelbuildinginspections.com.au)



Australian Institute of Building  
Surveyors



Mobile: 0409323804



# Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

### Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

## Growth areas

### Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

## Flood and fire risk

### Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

## Rural properties

### Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

### Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### **Can you change how the property is used, or the buildings on it?**

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### **Are there any proposed or granted planning permits?**

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### **Is the building safe to live in?**

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## **Building permits**

### **Have any buildings or retaining walls on the property been altered, or do you plan to alter them?**

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### **Are any recent building or renovation works covered by insurance?**

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### **Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?**

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### **Do you know your rights when buying a property?**

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.